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9 UNITED STATES DISTRICT COURT
10 DISTRICT OF NEVADA

11 ALYSSA BALL,
12 JOHN PRIGNANO,
13 and
14 JANE ROE,
15 Plaintiffs,
16 vs.
17 SKILLZ INC.,
18 Defendant.

CASE No. 2:20-cv-00888-JAD-BNW

**DECLARATION OF SOFIA GLEESON IN
SUPPORT OF DEFENDANT SKILLZ
INC.'S MOTION TO COMPEL
ARBITRATION AND MOTION TO
DISMISS PLAINTIFFS' FIRST
AMENDED COMPLAINT**

DECLARATION OF SOFIA GLEESON

I, SOFIA GLEESON, declare as follows:

1. Since November of 2019, I have been employed at Skillz Inc. (“Skillz”) as Head of VIP Programs and Technical Support. My responsibilities in that position include managing Skillz’ VIP Support Team and overseeing Skillz’ technical support functions. Prior to joining Skillz, I have served in a variety of customer service and support roles throughout my career.

2. I submit this declaration in support of Skillz’ motion to dismiss and compel arbitration in the above-captioned action. I have personal knowledge of the following facts and, if called and sworn in as a witness, could and would competently testify thereto.

3. On April 17, 2020, I had a series of telephone calls with Plaintiff Alyssa Ball.

4. I reached out to Ms. Ball during the afternoon of April 17 via email to request a telephone call with her. I requested the telephone call so as to discuss a social media post on Instagram by Ms. Ball that referenced Skillz.

5. After arranging the call via email, I telephoned Ms. Ball around approximately 6:14 p.m. Ms. Ball did not answer my telephone call at that time. Ms. Ball promptly returned my phone call at approximately 6:20 p.m. and informed me that she could speak in about 15 minutes. I accordingly called Ms. Ball back at approximately 6:35 p.m. and we spoke for approximately 26 minutes, at which point the call dropped. Ms. Ball called me back at approximately 7:05 p.m. to conclude our conversation.

6. Another person—whom Ms. Ball identified as her mother—was present and participated in the discussion on the calls that began at approximately 6:35 p.m. and 7:05 p.m.

7. During my telephone call with Ms. Ball on April 17, 2020 which began at 6:35 p.m., I referenced violations of Skillz’ Terms of Service by Ms. Ball. In response, Ms. Ball

1 expressed familiarity with Skillz' Terms of Service, communicating that she believed that Skillz
2 had modified its Terms of Service in response to actions taken by another Skillz community
3 member (Skillz username "Prignum42") and herself. Ms. Ball did not claim that the arbitration
4 provisions in Skillz' Terms of Service had ever been modified.

5 8. In late December 2019, correspondence from Skillz user [REDACTED] [Plaintiff
6 Jane Roe], in connection with her "Breadnbutter37" Skillz account, was brought to my attention.
7 The "Breadnbutter37" account had been flagged by Skillz for overspending, and thus
8 temporarily disabled (by Skillz) to prevent future deposits and thus spending. On January 2,
9 2020, I closed the "Breadnbutter37" account such that [REDACTED] [Plaintiff Roe] would no
10 longer be able to play or deposit (and thus spend) on the Skillz platform. On January 2 and 3,
11 2020, I also issued Skillz refunds to [REDACTED] [Plaintiff Roe] for all deposits she had made in
12 December 2019, which totaled \$13,580.
13

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16 I declare under penalty of perjury under the law of Nevada that the foregoing is true and
17 correct.

18 Executed this 17th day of August, 2020, in Alameda, California.

19
20 DocuSigned by:
Sofia Gleeson
F0048648A100403...

21 Sofia Gleeson
22 Skillz Head of VIP Programs
23 and Technical Support
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